UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

COMSTAR ENTERPRISES, INC.	)	
	)	
Plaintiff,	)	Cause No.:
	)	
vs.	)	Division:
	)	
COVENANT TRANSPORT, INC.	)	
	)	
Serve: CSC-Lawyers Incorporating	)	
Service Company	)	**JURY TRIAL DEMANDED**
221 Bolivar Street	)	
Jefferson City, MO 65101	)	
	)	
FELIX SANCHEZ	)	
	)	
Serve: 1050 Seminole Ave	)	
Altamonte Springs, FL 32701	)	
	)	
Defendants.	)	

COMPLAINT

COMES NOW, Plaintiff, Comstar Enterprises, Inc. by and through its attorneys, Williams Venker & Sanders LLC, and for its cause of action against the defendants Covenant Transport, Inc. and Felix Sanchez, states as follows:

1. This is a cause of action for property damage arising from the Defendants negligent operation of a motor vehicle that occurred October 12, 2016, on eastbound Interstate 44 in Phelps County, Missouri.

Parties

2. Comstar Enterprises, Inc. ("Plaintiff" or "Comstar") is, and at all times stated herein was, a corporation incorporated and with its principal place of business in the State of

Arkansas, which is engaged in the business activity of interstate trucking of products necessitating refrigeration during transport.

3. Upon information and belief, Covenant Transport, Inc. is a trucking company with its primary place of business in the State of Tennessee and is registered to do business in the State of Missouri.

4. Upon information and belief, Defendant Felix Sanchez is a resident of the State of Florida and at all times relevant was employed by Defendant Covenant Transport, Inc. as a driver.

Jurisdiction and Venue

5. This court has original jurisdiction over this matter and the parties hereto, pursuant to 28 U.S.C. § 1332(a)(1), as there is complete diversity of citizenship between the Plaintiff and all Defendants and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

6. Venue is proper in this Judicial District, pursuant to 28 U.S.C. §1391(a)(2), as the events giving rise to this claim occurred in Phelps County, Missouri, within the Eastern District of Missouri, Eastern Division.

Facts Common to All Counts

7. At all times relevant herein, Defendant Covenant Transport, Inc. (hereafter "Covenant") was an interstate commercial motor carrier and was subject to and governed by the Federal Motor Carrier Safety Regulations, codified at Title 49 of the Code of Federal Regulations.

8. At all times relevant herein, Defendant Felix Sanchez was a driver of a commercial motor vehicle engaged in interstate transport for hire and was subject to and governed by the Federal Motor Carrier Safety Regulations.

9. At all times relevant herein, Defendant Felix Sanchez was employed as a driver by Defendant Covenant and was acting within the course and scope of that employment.

10. Upon information and believe, On October 12, 2016, Defendant Felix Sanchez was operating a tractor-trailer combination, with unknown vin and license plate number, eastbound on Interstate 44, an open and public roadway within Phelps County, Missouri, and was within the course and scope of his employment with Defendant Covenant, when he cut off a tractor-trailer combination owned by Plaintiff causing the driver of Plaintiff's tractor trailer to swerve in order to avoid an immanent collision, which caused Plaintiff's tractor-trailer combination to leave the interstate and overturn.

11. As a result of Defendant Felix Sanchez's actions, Plaintiff's 2014 International Tractor, 2013 Grate Dane Trailer, and all goods being transported at the time were damaged and destroyed.

Count I
Negligence – Felix Sanchez

12. Plaintiff re-alleges and incorporates the allegations in paragraphs 1 through 11 as if fully set forth herein.

13. At all times relevant to this proceeding, Defendant Felix Sanchez owed all others, including Plaintiff, a duty to operate his tractor-trailer combination with the highest degree of care.

14. Defendant Felix Sanchez breached said duty to operate his tractor-trailer with the highest degree of care, which he owed to all including Plaintiff, and was therefore negligent in one or more of the following respects:

a) Defendant Sanchez failed to keep a proper lookout;

b) Defendant Sanchez failed to yield the right-of-way;

c) Defendant Sanchez failed to adequately control his speed;

d) Defendant Sanchez failed to sound his horn;

e) Defendant Sanchez failed to keep a proper distance between his tractor-trailer combination and the tractor-trailer combination owned by Plaintiff;

f) Defendant Sanchez put his tractor-trailer combination in a position on the interstate that required Plaintiff's tractor-trailer combination to leave the interstate in order to avoid a collision between the two tractor-trailers.

15. Defendant Felix Sanchez's negligence, as outlined above, caused or contributed to cause Plaintiff Comstar's tractor-trailer to leave Interstate 44 and resulted in the tractor-trailer flipping on its side.

16. As a direct and proximate result of the negligence of Defendant Felix Sanchez, Plaintiff sustained significant property damage, loss of cargo and other related damages.

WHEREFORE, Plaintiff Comstar Enterprises, Inc. prays this Court enter an order of judgement in favor of Plaintiff and against Defendant Felix Sanchez on Count I of its Petition in an amount that is fair and reasonable in excess of $75,000.00 (Seventy-Five Thousand Dollars) to compensate it for its damages, costs expended in bringing this law suit, and for any further relief that this Court deems just and appropriate at this time.

COUNT II
Vicarious Liability – Covenant Transport, Inc.

17. Plaintiff Comstar re-alleges and incorporates by reference paragraphs 1-16 above as if fully set forth and alleged herein.

18. At all times relevant to this matter, Defendant Felix Sanchez was an agent, officer, employee and/or representative of Defendant Covenant Transport, Inc.

19. At all times relevant to this matter, Defendant Felix Sanchez was operating in the course and scope of his agency, employment and/or representation of Defendant Covenant Transport, Inc.

20. Defendant Covenant Transport, Inc. is liable, under the principles of agency and/or respondeat superior, for the damages that were directly and proximately caused by Defendant Felix Sanchez while acting in the scope and course of his agency, employment and/or representation of Defendant Covenant Transport, Inc.

WHEREFORE, Plaintiff Comstar Enterprises, Inc. prays this Court enter an order of judgement in favor of Plaintiff and against Defendant Covenant Transport, Inc. on Count II of its Petition in such an amount that is fair and reasonable in excess of $75,000.00 (Seventy-Five Thousand Dollars) to compensate it for its damages, costs expended in bringing this law suit, and for any further relief that this Court deems just and appropriate at this time.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

Respectfully submitted,

WILLIAMS VENKER & SANDERS LLC

By: ______________________

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